



Setti D. Warren
Mayor

THE PUBLIC BUILDINGS DEPARTMENT

Stephanie Kane Gilman, Commissioner

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52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461

March 22, 2012

Enclosed please find the information package which includes the Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (DSB Application Form) and a Statement of Objectives, which outlines the basic scope of services desired by the City of Newton Public Buildings Department to provide professional services for the alterations and renovations to the Carr School, 225 Nevada Street, Newtonville, MA 02460. The project includes the renovation and code compliance updates to the building in preparation for its use as elementary school swing space during subsequent school construction or renovation projects across Newton.

You are requested to submit a completed response to the DSB Application Form. Concise, succinct proposals are appreciated. Please submit only that information which you feel is pertinent to the work for which you are applying and the designer selection process.

Please submit (20) twenty copies of the completed DSB Application Form, and copy of the Tax Attestation Statement with Certificate of Corporate Authority no later than 2:00 p.m. on April 12, 2012 to:

Joseph Michelson, Chairman
Designer Selection Committee
C/O Donna Anastasia
Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461
Telephone (617) 796-1600

Questions may be directed, in writing, to the City of Newton Purchasing Department at purchasing@newtonma.gov no later than 5:00 p.m. April 2, 2012. Written responses to the Questions received will be distributed to all individuals and firms requesting a copy of this RFQ no later than April 6, 2012 at 12:00 noon

ARCHITECTURAL SERVICES PROJECT INFORMATION PACKAGE

Statement of Objectives

The City of Newton, through its Designer Selection Committee, is currently seeking expressions of interest from individuals and firms for professional services for the following work funded through the City's Public Buildings Department.

Provide professional services to develop a Programming Study with clear project scope and project cost estimate (included in a report), to complete the Schematic Plans and Outline Specifications, Design Development Plans and Specifications, Construction Plans and Specifications, and Administration of Construction Contract for the renovation of the Carr School, located at 225 Nevada Street, Newtonville, MA 02460. The City of Newton anticipates the following specialties will be required to successfully complete the required renovation. The winning firm will be responsible to provide all required specialties as part of Basic Services, which may include:

- Architect, (LEED AP)
- Mechanical (CEM. LEED AP), Plumbing, Fire Protection, and Electrical Engineer
- Structural Engineer
- Civil Engineer
- Landscape Architect
- Energy Management System Specialist
- Energy Auditor / MassSave Commercial Incentive Program Specialist
- Acoustical Consultant
- Lighting Consultant
- Specifications Consultant
- MA Building Code Consultant
- Building Envelope Consultant
- Elevator Consultant
- Certified Industrial Hygienist
- MA Licensed Land Surveyor
- Cost estimator (independent consultant required for milestones)
- MAAB/ADA Title II Access Planner
- Educational Facilities Programmer
- Historic Preservation Specialist

The architect shall ensure that the project complies with all applicable standards, codes, rules and regulations. Such standards, codes, rules, and regulations shall include, but not be limited to, the Massachusetts State Building Code including all Amendments, the City adopted "Stretch" Energy Code, and the rules and regulations of the Architectural Access Board and the Americans with Disabilities Act as applicable, for a construction project whose initial construction will begin on or about June 1, 2013 with construction completion deadline of September 1, 2014. Final design for the project shall be completed on or before April 1, 2013.

The City of Newton plans to renovate multiple elementary schools in the coming years. In order for this plan to be successful the City requires swing space where elementary schools of various sizes can be moved during the approximately two year construction period for each school. The Carr School building has been selected to serve this purpose and the City intends to renovate the

building and, to a smaller degree, the site. The preliminary scope to be developed and finalized during the Programming Study phase of the project includes the following goals:

- To comprehensively upgrade the varied building systems to accepted modern standards and codes.
- To renovate and generally maintain existing classroom space layout while providing programming flexibility to support administrative, art, music, library, and cafeteria facilities, as well as to provide space for a nursing station
- To update the interior finishes.
- To repair and renovate exterior masonry and woodwork and other envelope improvements.
- To significantly increase the energy efficiency of the building and a goal to achieve a LEED EB Silver (or higher) certification for this project.

The intent of the project is to evaluate and address:

- Site conditions:
 - Pedestrian and vehicular circulation (replace as needed)
 - Site Accessibility (building, parking, play areas, etc.)
 - Site lighting and security
 - Site furniture (benches, bike racks, play areas, etc.)
 - Site planting
 - Site utilities
 - Other as required
- Exterior building conditions:
 - Pitched (slate) and flat roofs
 - Masonry (brick, stone, concrete, etc.), woodwork, and metalwork
 - Windows, doors, and associated hardware
 - Building accessibility
- Interior building conditions:
 - Mechanical, electrical, and plumbing systems. At minimum this is to include:
 - Electrical service/distribution
 - Life/safety and/or standby generator
 - Steam distribution (or alternative)
 - Building ventilation
 - Communication/data
 - Building/Energy Management System
 - Accessibility including elevator and bathrooms
 - Sprinkler/Fire Protection/ Security system
 - Lighting
 - Interior surfaces including walls/floors/ceilings
 - Layout and space programming

A project briefing will be held at the Carr School, 225 Nevada Street, Newtonville, MA 02460 on **March 28, 2012 at 10:00AM**. The meeting will start in the auditorium and will be followed by a walk-through.

Available Information

The following information is available and will be provided to the winning firm. The City makes no assurances to the accuracy of these documents:

- Construction Drawings (available in pdf format only)
 - 1934 Construction
 - 1966 Addition
 - 1987 Renovation
- 2011 Newton Schools Study – Facility Assessment
- 1996 Carr/League School Report – Report on the present condition of the League/Carr school.
- Newton Cultural Center - Carr School; Access Issues Report; August 2011
- Carr School Historic Significance Assessment - 2011

Disclosure

The DSB Application Form submitted in response to this advertisement will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City. Should the offeror desire that certain data within the DSB Application Form not be utilized for purposes other than within the DSB Application Form, such data shall be identified on the cover page of the DSB Application Form with the written provision that if a contract is awarded as a result of this DSB Application Form, the City of Newton shall have the right to use or disclose such data as deemed appropriate. Unless restricted as above, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Massachusetts Public Records law.

Minority Outreach

Qualified minority individuals and firms are encouraged to submit expressions of interest.

Equal Opportunity Requirements

Offerors are hereby advised that submission of a signed DSB Application Form in response to this advertisement will be deemed to express the intent to comply in all respects with the following non-discrimination provisions as applicable:

Title VI, Civil Rights Act of 1964, as amended.
Title VII, Civil Rights Act of 1968, as amended.

State Tax Requirements

As required by Chapter 233, Acts of 1983, the successful consultant will be required to sign an attestation form certifying that all state tax returns have been filed and all state taxes paid. Offerors are advised that submission of a signed DSB Application Form in response to this advertisement will be deemed to express the offeror's intent to comply with Massachusetts statutes.

TABLE OF CONTENTS

I. Information for Applicants

II. Commonwealth of Massachusetts DSB Application Form

Attachment A	Designer Selection Committee Minimum Qualifications, Selection Criteria and Submission Requirements
Attachment B	Tentative Schedule for Selection Process
Attachment C	Sample Agreement for Architectural Design Services
Attachment D	City of Newton, Designer Selection Procedures and Design Review Ordinance 5-54 through 5-58

I. INFORMATION FOR APPLICANTS

1. Applicants may direct written Questions regarding the selection process and/or the DSB Application Form no later than **5:00 p.m., April 2, 2012 to:**

City of Newton Purchasing Department
purchasing@newtonma.gov
617-796-1220

The City will make best efforts to give written Responses to the Questions to all individuals or firms requesting a copy of this RFQ no later than April 6, 2012.

2. To receive Addenda or Responses to Questions that may be issued, Applicants are requested to register with City of Newton Purchasing Department at above email address.
3. Applicants must submit twenty (20) copies of the completed DSB Application Form and any additional information no later than **2:00 p.m. April 12, 2012 to:**

Joseph Michelson, Chairman
Designer Selection Committee
C/O Donna Anastasia
Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461
Telephone (617) 796-1600

In addition to the twenty (20) copies of the completed DSB Application Form, Applicants are requested to include a CD containing their submission. Applicants are advised that the submissions may be posted on the City of Newton's website.

Applicants are reminded that the DSB Application Form must be signed and must be accompanied by signed Sub-consultant Acknowledgements for each listed sub-consultant. Failure to supply a signed and completed DSB Application Form and Sub-consultant Acknowledgement may result in rejection of the Applicant's submission.

4. The DSB Application Form submitted in response to this RFQ will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City.
5. The Designer Selection Committee reserves the right to waive minor informalities, to request additional information if necessary to clarify the information contained in the DSB Application Form, and/or to reject all completed DSB Application Forms received and to terminate the RFQ as may serve the best interests of the City.
6. The fee has not been set, but will be subject to negotiations based on the Commonwealth of Massachusetts Designer Fee Guidelines.
7. **MBE/WBE Goals.** In accordance with the requirements of Chapter 193 of the Acts of 2004, the Design contract for the Project will include MBE/WBE goals. DCAM has established minimum goals of 8% MBE participation and 4% WBE participation for the value of the

Design contract. MBE/WBE goals must be met within the list of requested prime and sub-consultants. All Applicants must indicate how they intend to meet these goals. The Architect selected for the Project must complete a Schedule For Participation by MBE/WBE subcontractors prior to execution of the Design contract. The Schedule For Participation does not have to be filed with the DSB Application Form.

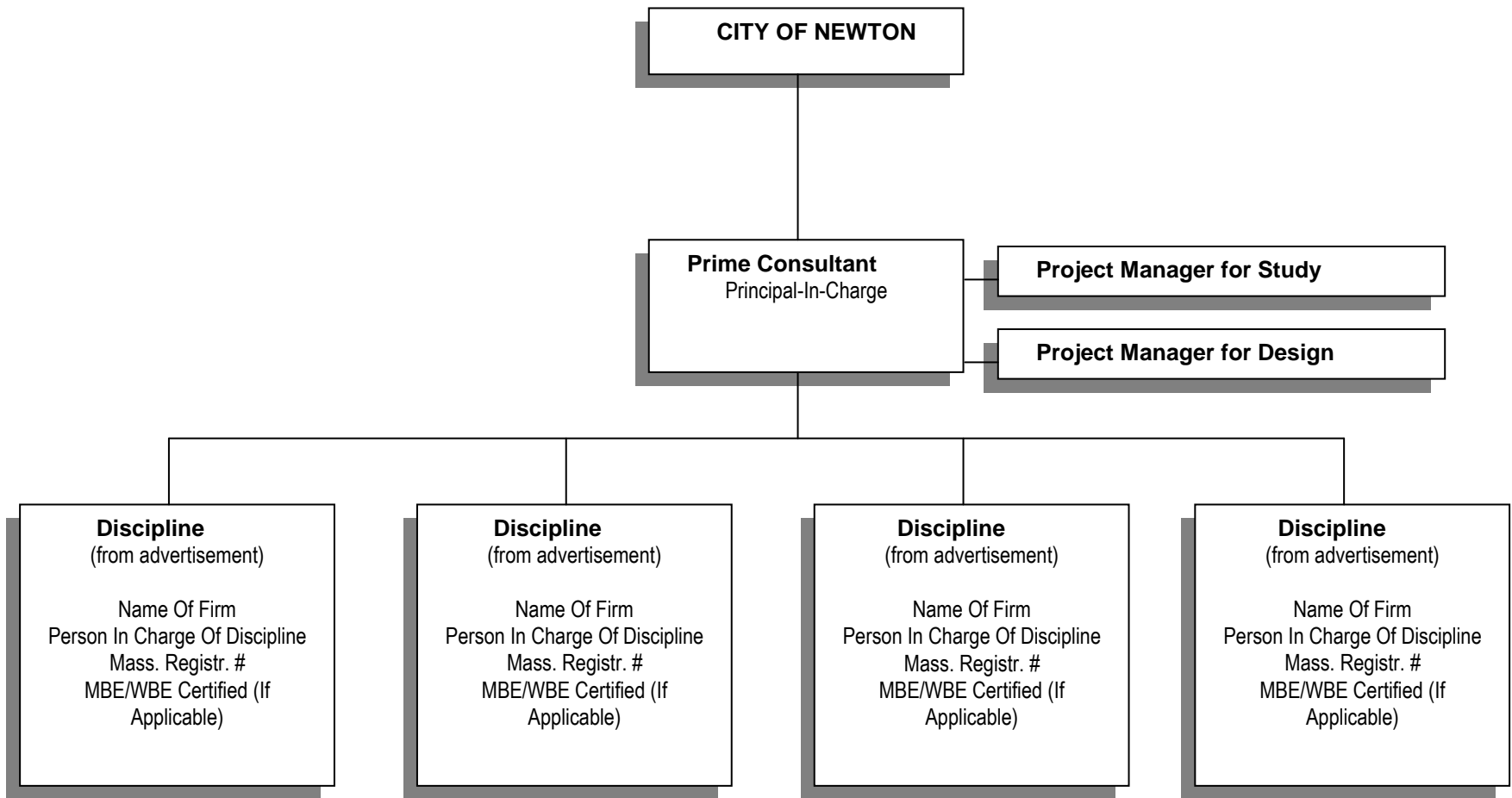
8. The City of Newton reserves the right, in its sole discretion, to reduce or waive the MBE/WBE goals for the Project after selection of the Architect and before execution of the Design contract, provided that no such reduction or waiver shall be granted except under the following circumstances: the selected Architect must establish and document to the satisfaction of the City that it has been unable to obtain commitments from MBE/WBE subcontractors possessing the requisite professional skills sufficient to meet the MBE/WBE goals for the Project after having made a diligent, good faith effort to do so. The Architect must submit documentation with its request for a reduction or waiver setting out the diligent and good faith efforts made by it to obtain commitments from MBE/WBE subcontractors. If the Architect fails to submit an appropriate Schedule of MBE/WBE Participation establishing that the MBE/WBE participation goal for the Project will be met, or fails to receive a reduction or waiver of such goals from the City following documentation of its diligent and good faith efforts to obtain commitments from MBE/WBE subcontractors, the City may consider the Architect ineligible for award of the Design contract.

II. COMMONWEALTH OF MASSACHUSETTS DSB APPLICATION FORM

Commonwealth of Massachusetts Standard Application Form – Carr School – RFQ #12-60
March 2012

Drafters	____ (____)	Landscape	____ (____)		____ (____)	Total	____ (____)
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No							

6. List ONLY Those Prime and Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm and Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



<p>7. Brief Resume Of <u>ONLY</u> Those Prime Applicant and Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form and Limit Resumes To <u>ONE</u> Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement and They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.</p>	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This _____ With Other Firms: _____ Firm:	d. Years Experience: With This _____ With Other Firms: _____ Firm:
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project
h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs(Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible.
(1)					
(2)					
(3)					
(4)					

(5)					
List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					

(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C. *	Project Name, Location and Principal-In-Charge:	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, or	Completion Date (Actual or Estimated) (R)Renovation or
		1.			
		2.			
		3.			
		4.			
		5.			

		6.			
		7.			
		8.			
		9.			
		10.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½” X 11” Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>						
Be specific – No Boiler Plate							
11.	Professional Liability Insurance:						
	Name of Company	Aggregate Amount	Policy Number	Expiration Date			
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).						
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:						
	Name Status/Discipline	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #
	a.				d.		
	b.				e.		
	c.				f.		
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors:						
	Name Status/Discipline	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #
	a.				d.		
	b.				e.		
	c.				f.		
15.	Names Of All Owners (Stocks Or Other Ownership):						
	Name and Title Status/Discipline	% Ownership	MA Reg.#	Status/Discipline	Name and Title	% Ownership	MA Reg.#
	a.				d.		
	b.				e.		
	c.				f.		
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a “Designer”, as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.						

Submitted By
(Signature)

Printed Name and
Title

Date

The following forms MUST be attached to only ONE (ORIGINAL Copy) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.

DSB
S-CA

Commonwealth of Massachusetts
Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT

Project:

Applicant Designer:

Sub-consultant:

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Print Name and Title

Date

It is a requirement that all applicants supply this document signed, attached to the application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. One copy must have an original signature. Electronic signatures are accepted.

Attachment A

DESIGNER SELECTION COMMITTEE MINIMUM QUALIFICATIONS, SELECTION CRITERIA AND SUBMISSION REQUIREMENTS

I. Minimum Qualifications:

All firms must possess the following minimum qualifications:

1. Massachusetts Registration and licensing in all applicable disciplines.
2. Thorough knowledge of procedures, requirements, and practices of the Division of Capital Asset Management (DCAM) and other agencies related to the design and construction of municipal buildings, including but not limited to the most current Designers Procedures Manual, DCAM CAD Standards, Standard Specifications, and Cost Estimating Manual,
3. Thorough knowledge of Massachusetts State Building Codes and regulations of the Massachusetts Architectural Access Board (MAAB).
4. Thorough knowledge of and familiarity with the public design and construction laws of the Commonwealth of Massachusetts and the requirements thereof.
5. Sufficient levels of staff to successfully complete this project in a timely manner.
6. Must have prior to signing of the contract:
 - a. Professional Liability Insurance in the amount of 10% of the fee for the Project, or \$1,000,000.00, whichever is greater.
 - b. Worker's Compensation Insurance
 - c. General Liability Policy in an aggregate amount of \$500,000 or greater naming the City of Newton as an additional insured.
7. Must have prior experience in designing both new and renovated municipal buildings for a minimum of ten years.
8. Must identify to the City any persons, specialists, and individual consultants selected for this project.
9. Demonstrated knowledge of high performance and sustainable building practices for new and existing facilities. Successful completion of a minimum of two LEED or higher (or Massachusetts LEED 'Plus') certified public projects.

II. Selection Criteria

The Designer Selection Committee will use the following criteria to select Semi-finalists and Finalists:

1. Prior similar experience best illustrating current qualifications to provide requested services.
2. Identity and qualifications of key persons responsible for the project (principal level).
3. Identity and qualifications of the key persons and consultants who will be directly involved with 'day to day' activities of the project such as project managers, senior architects, senior engineers, etc. Please do not include junior staff such as drafters, office personnel, junior architects, etc.
4. Depth of the Firm with respect to size and complexity of the Project.
5. Past performance on public projects and a clear demonstration of:
 - a. Quality, clarity, completeness, and accuracy of construction documents.
 - b. Effectiveness of meeting established program requirements and function within allotted budget.
 - c. Accuracy of cost estimates and ability to provide multiple options for meeting facility's needs.
 - d. Ability to set and meet aggressive schedules.
 - e. Coordination and management of consultants.
 - f. Working relationship with consultants and owners.
 - g. Use of Building Information Modeling (BIM) to complete projects.
 - h. Previous experience working in coordination with local utilities (NSTAR and National Grid) and the MassSave Programs as demonstrated by completed applications and level of achievement of commercial incentives.
 - i. Experience with LEED Certified projects.
 - j. Experience using high performance buildings design practices on renovation projects.
6. Financial stability – including prompt payment of consultant fees.
7. Current total workload with private and public agencies.
8. Geographical location of the Firm and consultants with respect to the Project.
9. Review of previously completed similar projects for other communities, if submitted by the applicant.
 - a. School renovation projects
 - b. High performance mechanical system upgrades
 - c. MassSave commercial program participation
10. Demonstrated experience working with multiple stakeholders in a complex public environment, including but not limited to, public officials, elected officials, boards, committees, commissions, and citizens of a city, town, or other public entity.

11. Demonstrated experience using high performance building design practices, life cycle analysis and innovative approaches to design and site challenges that seek to optimize energy conservation, building performance, and sustainability.

III. Submission Requirements

Each firm desirous of consideration will submit the following:

1. Completed Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction.
2. Background data on all firms with a role in the project.
3. Resumes of the Principals of firms who will be assigned to the project and will be taking an active part therein.
4. Resumes of senior staff that will lead the ‘day to day’ project activities in each applicable professional discipline.
5. Examples of projects completed (within the past five [5] years) of comparable scope, size, and complexity.
6. Examples of innovative approaches to design and site challenges that seek to optimize energy conservation, building performance, and sustainability, while addressing the budgetary restraints often associated with public work.
7. At least five (5) references of persons who are familiar with your work (and City is to have express permission to contact either in person, by phone, and/or correspondence as to past performance).

Attachment B

DESIGNER SELECTION COMMITTEE

TENTATIVE SCHEDULE FOR SELECTION PROCESS

The following is the tentative schedule for the Selection Process. Please note, this Schedule is subject to change by the Designer Selection Committee ("DSC"). Interested parties should check with the Newton Public Buildings Department to see if there have been revisions to this tentative schedule and for the exact times and locations of all DSC meetings.

March 22, 2012	RFQ available
March 28, 2012	Briefing Session, 10:00 a.m. Auditorium. Carr School Building 225 Nevada Street, Newtonville, MA 02460
April 2, 2012	Written Questions, if any, due by 5:00 p.m.
April 6, 2012	Anticipated date for Response to Written Questions by 12:00 noon.
April 12, 2012	Applicants submit completed DSB Application Form and Sub-consultant Acknowledgements, due by 2:00 p.m.
April 2012	Review references prior to DSC Semi-Finalists selection meeting (Anticipated)
May 2012	DSC meets to review submissions and select Semi-Finalists (Anticipated)
May 2012	DSC meets to interview Semi-Finalists and select and rank finalists (Anticipated)

All meetings will be open to the public. The DSC will provide an opportunity for public comment.

ATTACHMENT C

SAMPLE

AGREEMENT FOR ARCHITECTURAL SERVICES

The Agreement made as of _____ by and between _____ hereinafter referred to as the “Architect” and the City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Public Buildings Commissioner, but without personal liability to her hereinafter referred to as “The City”.

WITNESSETH THAT:

WHEREAS, the City desires the ARCHITECT to conduct and perform such services;

NOW, THEREFORE, the parties do mutually agree as stated within the General Provisions and attachments following to wit:

GENERAL PROVISIONS

1. Employment of Architect.

The City agrees to engage the services of the ARCHITECT and the ARCHITECT agrees to perform services as set forth in Schedule A, Scope of Services for the compensation as stated within Schedule B, Compensation and Method of Payment both of which schedules are attached hereto and made a part hereof, subject to compliance by the ARCHITECT with all the terms and conditions set forth within this Agreement.

2. Scope of Services.

The ARCHITECT shall do, perform, and carry out in a satisfactory, competent and professional manner, as determined reasonably and fairly by the City, the Project described within Schedule A, Scope of Services attached hereto and made a part hereof.

3. Duration

This Agreement shall remain in force from the date of execution of this contract to that shown in Schedule C, Work Program Schedule. Project activities shall be undertaken and completed in such sequence as to ensure compliance with said Schedule C, and further, to ensure expeditious completion in a manner consistent with the purposes of this Agreement.

4. Personnel

(a) The ARCHITECT represents that he has, or will secure at his own expense, all

personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the ARCHITECT.

- (b) All of the services required hereafter shall be performed by the ARCHITECT or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
- (c) None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. The written approval of the City shall in no way relieve the ARCHITECT from his responsibility for the professional and technical accuracy of the work furnished.

5. Waiver of Workman's Compensation and Unemployment Compensation Benefits.

It is agreed that the ARCHITECT and ARCHITECT'S employees, agents, or other persons for whose conduct the ARCHITECT is responsible shall not be deemed to be employees of the City and shall file any claim nor bring any action for any Workman' Compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.

6. Compensation and Method of Payment

The City agrees to pay the ARCHITECT the compensation specified in Schedule B, Compensation and Method of Payment, which is complete compensation for all services rendered and for such reimbursable expenses as authorized, per Paragraph 7, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a requisition for payment. Neither the City's review, approval or acceptance of any of the services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance Agreement.

7. Reimbursable Expenses

The City agrees to reimburse the ARCHITECT only for those direct costs incurred by the ARCHITECT pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment. As the City does not pay freight and handling charges, and is also exempt from sales tax, freight and handling charges are not reimbursable by the City.

8. Termination of Agreement for Cause

If for any cause, the ARCHITECT fails to fulfill in a timely manner his obligations under this Agreement, or if the ARCHITECT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the ARCHITECT of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the ARCHITECT under this Agreement shall, at the option of the City, become its property,

and the ARCHITECT shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the ARCHITECT shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the ARCHITECT, and the City may withhold any payments to the ARCHITECT for the purposes of set off until such time as the exact amount of damages due to the City from the ARCHITECT is determined.

9. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the ARCHITECT of such termination as specifying the effective date of such termination. Such notice shall be given not less than (5) days prior to the effective date of termination. In event of termination for convenience, all finished or unfinished documents and other materials as described in Paragraph 8, above, shall, at the option of the City, become its property. If the Agreement is terminated for the convenience of the City, the ARCHITECT shall be entitled to payment for services completed. Such compensation set forth in the Work Authorization Form as in reflective of the percentage of work completed thereunder, less payments already made for such services.

10. Changes

The City may, from time to time, require changes in the Scope of Services of the ARCHITECT to be performed hereafter. Such changes, including any increase or decrease in the amount of the ARCHITECT'S compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the ARCHITECT, shall be incorporated in written amendments to this Agreement.

11. Incorporation of Non-Discrimination Laws and Regulations

The ARCHITECT, including all approved consultants and subcontractors, shall and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of this nature. In particular, the ARCHITECT agrees to comply with the provisions contained in Schedule D, which is attached hereto and made a part hereto and, with the Mayor's Executive Order No. HRC-X relative to non-discrimination as amplified by the City's Affirmative Action Plan.

12. Assignability

The ARCHITECT shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.

13. Interest of ARCHITECT

The ARCHITECT covenants that he has neither presently nor shall he during the period of this Agreement have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The

ARCHITECT further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials or employees of the City, (b) instances where the ARCHITECT, during the period covered by the Agreement, was an officer or employee of the City.

14. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the ARCHITECT under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the ARCHITECT without the prior written approval of the Public Buildings Commissioner.

15. Certifications

By executing this Agreement, the ARCHITECT makes the following certifications:

- a) The ARCHITECT has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b) No consultant to or subcontractor for the ARCHITECT has given, offered or agreed to give any gift, contribution or offer of employment to the Architect, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the ARCHITECT.
- c) No person, corporation or other entity, other than the bona fide full-time employee of the ARCHITECT, has been retained or hired by the ARCHITECT to solicit for or in any way assist the ARCHITECT in obtaining this Agreement for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the ARCHITECT.
- d) For design contracts which exceed Ten Thousand Dollars (\$10,000) or which pertain to a project whose budgeted or estimated construction cost exceeds One Hundred Thousand Dollars (\$100,000), the ARCHITECT shall have internal accounting controls as required by section 39R (c) of C. 30 of the Massachusetts General Laws and shall file and shall continue to file an audited financial statement as required by subparagraph (d) of section 39R. of C. 30.

16. Compliance with Applicable Laws

The ARCHITECT shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work embraced by this Agreement.

ATTACHMENTS. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A	Scope of Services
Schedule B	Compensation and Method of Payment
Schedule C	Work Program and Schedule
Schedule D	General Requirements
Schedule E	Certificate of Authority
Schedule F	Attestation
Schedule G	Certification Regarding Local Taxes
Schedule H	Range of Hourly Billing Rates
Schedule I	Professional Services

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quintuplicate on the day first written above in. No agreement shall exist until this Agreement has been signed by all parties.

ARCHITECT

CITY OF NEWTON

Public Buildings Commissioner

No City monies are obligated by this Contract . No deliveries are to be made except on shipping orders issued by the City under the contract each of which must have the certification of the Comptroller of Accounts that an Appropriation is available therefor.

Approved as to legal form and character

Associate City Solicitor

Comptroller of Accounts

CONTRACT APPROVED

Setti D. Warren, Mayor or his designee

SCHEDULE A

Scope of Services

The ARCHITECT shall provide one or more of the following types of services at the direction of the City's Public Buildings Commissioner, within thirty (30) days after notification to proceed:

Preliminary Designs, Investigations and Reports.
Preparation or review of working drawings, specifications
and other construction and bid documents.
Construction Phase Services.

The City's Public Buildings Commissioner shall send the ARCHITECT a Professional Services Authorization Form which will outline the specifics of each Project including proposed work items, estimated budget and time schedule. A fee for each Project will also be determined at that time as per Schedule B. The ARCHITECT shall sign and return the Professional Services Authorization Form within fifteen (15) days of receipt.

Where authorized, the ARCHITECT shall perform the Basic Services described below:

A. Existing Conditions Analysis and Survey

The ARCHITECT shall survey and analyze existing conditions and will prepare the following if requested:

Slides or photos of building elevations and interiors components
Structural integrity and measurements
Plans, sections and details

B. Preliminary Schematic Recommendations

The ARCHITECT shall prepare for review and approval by the City, whose agent shall be the Public Buildings Commissioner, assisted by the Design Review Committee, the following:

- a. Preliminary design in schematic form, outlining options for the Project's construction work, to include task lists, types of repairs, new work, and related improvements. This shall include drawings and sketches as necessary (see also Work Authorization for details).
- b. Summary report and list of priorities.
- c. Cost estimates associated with options presented within (a) above (all estimates must be completed by a certified professional estimating individual or firm).

C. Construction Documents and Final Construction Cost Estimate.

Following approval of design by the Public Buildings Commissioner, the Architect shall prepare and deliver to the Public Buildings Commissioner fifty (50) sets of contract documents necessary for public bid of the subject work. Such documents shall include (see Work Authorization for number of documents needed for each phase of the work):

- a. Working drawings for architectural, structural, electrical, mechanical, and other branches of work as appropriate.
- b. Complete technical specifications describing materials, workmanship, labor, and performance standards in sufficient detail to permit firm bids.
- c. Complete bidding documents and forms, contract terms and conditions, forms of agreement between the Owner and construction contractor, and any special provisions relating to compliance with equal opportunity and labor provisions, if appropriate.

In addition, the ARCHITECT shall provide a final construction cost estimate, and such escalation projections as appropriate. If the bid of the lowest eligible and responsive bidder exceeds the established construction budget, the ARCHITECT shall, if instructed by the City revise the scope of quality of the Project for the purposes of bringing the cost estimate within this limit. Such revisions shall be made without additional compensation to the ARCHITECT.

D. Assistance in Bidding and Award of Contract

The ARCHITECT shall assist the Public Buildings Commissioner as follows:

- a. Prior to bid opening:
 - Receive all inquiries relating to bidding documents and answer questions
 - Prepare any bid addenda as required.
 - Attend any pre-bid conference, if scheduled
- b. At bid opening and following:
 - Attend bid opening
 - Review and evaluate bids, contractor qualifications, and acceptability (both prime and - sub), and make recommendations as to contract award.

E. Construction Administration Phase Services (from initiation through completion) Following the award of the bid, the Architect shall administer the construction agreement, including the following:

- a. Routine construction administration.
- b. Check, approve and process shop drawings.
- c. Furnish the construction contractor with clarification drawings or written interpretations as needed.
- d. Perform on-site visits weekly during construction and prepare field visit reports (minimum of one (1) visit per week).
- e. Notify the City of any work which fails to conform to construction contract documents, including the failure of the construction contractor to maintain the established time schedule and follow with recommendations to remedy the situation.
- f. Obtain from the construction contractor and deliver to the City occupancy permits, guarantees, and other similar items.
- g. Prepare punch list and issue certificate of substantial completion and final completion.

- h. Review applications for payment, verify quantity and quality of work performed by construction contractors and certify requisitions for payments by the City.
- i. Coordinate with the City Project Managers having jurisdiction over the work performed.
- j. Determine adequacy of work for final acceptance, and upon approval of the City issue Certificate of completion.
- k. Attend meeting and dispute conferences as necessary and prepare minutes of such meetings.
- 1. Perform post construction visit to evaluate final building condition and review guarantees submitted by contractor.

F. Meetings

As part of services required, and subject to the nature of each project, the Architect shall be required to meet with the Design Review Committee, various City's technical departments, citizen groups, and state or federal funding agencies.

Section II. Additional Services

The ARCHITECT shall perform the following additional services if authorized in writing by the City's Public Buildings Commissioner:

- A. Make substantial changes to Drawings, Specifications or to other documents when such changes are inconsistent with written approvals or instructions previously given by the City.
- B. Provide professional services made necessary by the default of the Contractor due to delinquency or insolvency, or by major defects in the work of the Contractor in the performance of the Construction Contract and through no fault of the Architect.
- C. Provide design work added to or requested by the City beyond the design work called for in the Work Authorization.
- D. Provide expert witness services to the City in connection with any legal proceedings, including arbitration.

The City and the ARCHITECT shall negotiate the fee for Additional Services provided pursuant to this provision, and execute an amendment to this Agreement in accordance with Paragraph 10. Neither the ARCHITECT nor his consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the ARCHITECT in the preparation of the bid documents, or that were occasioned by the ARCHITECT'S errors or omissions, as reasonably determined by the City's Public Buildings Commissioner.

SCHEDULE B

Compensation and Method of Payment

I. Method of Determining Compensation

A fee for Basic Services for each Project shall be negotiated based upon the services called for. The City anticipates that each Project fee may be developed based either upon a set agreed upon figure or based upon time and materials cost. In some Projects, both cost bases may be appropriate and necessary subject to the nature and requirements of the particular Project and services needed.

It should be noted that with regard to contract pricing, federal and state regulations prohibit "cost plus percentage of cost" and "percentage of construction cost" methods of pricing. For the purpose of negotiating fees, the Architect shall identify for consideration by the City customary costs related to the services indicated in Schedule A.

II. Billing Rates

On Projects where it is determined by the City and agreed upon by the Architect that a fee shall be determined based upon time and materials cost, rates of payments shall be based upon the following:

Day rates are based on actual salaries paid to individuals performing work on the Project plus salary costs, overhead and profit.

Range in Cost Per Hour

Refer to Schedule G
Professionals

Other In House Staff

III. Payment Schedule

On Projects where the City agrees to pay the ARCHITECT a lump sum fee for Basic Services, which include construction documents and construction administration, the fee is to be divided as follows:

On Completion of;	% Paid
Schematic Phase	15%
Design Development	20%
Construction Documents & Final Cost Estimate	30%
Contract Award	10%
Contract Administration	20%
Final Installment (90 calendar days after Certificate of Substantial Completion accepted by the City)	5%

Such requisitions shall be submitted upon completion of work phases detailed above.

IV. Reimbursable Expenses

The City shall pay the ARCHITECT for reimbursable expenses, subject to the approval of the Public Buildings Commissioner, and subject to the identification of such expenses as well as the appropriate copies of actual invoices for these expenses attached to a requisition submitted by the Architect to the City. Reimbursable expenses shall be those costs incurred for printing construction documents for bids, for such specialized sub-consultant services as may be required in the performance of the work within Schedule A, Scope of Services, herein and shall be reimbursed to the ARCHITECT at direct cost. The letter of Authorization for each specific Project shall detail each reimbursable expense by line item.

V. Payment

Payment shall be made to the ARCHITECT within thirty (30) days of submission by the Architect to the City of a detailed requisition for payment describing the basic and extra services performed and identifying reimbursable expenditures incurred during the preceding period. The City shall have the right to review and approve the ARCHITECT'S requisition. Payment shall not be due the ARCHITECT until his requisition has been approved.

Requisitions for Projects billed on a time and materials basis shall include the number of hours worked, the individual who worked these hours, hourly rates, material and overhead costs.

All requisitions submitted shall be accompanied by a detailed time record for time and material projects as well as the appropriate documentation for reimbursable expenses.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of execution and shall terminate one year from the date of the Agreement, with an option of two additional (1) year renewals, should the City of Newton wish to pick up the option.
- II. The Architect shall complete the work set for the in Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the ARCHITECT shall endeavor to perform the required work in advance of schedule.
- III. Time schedule for specific “on call” Projects will be found in the Letter of Authorization for each specific Project.

SCHEDULE D

GENERAL REQUIREMENTS

The following Articles shall govern all work under or products of this Agreement unless specifically modified elsewhere.

ARTICLE 1. RESPONSIBILITIES OF THE CITY

1.1 Information to be provided to the ARCHITECT.

1.1.1 The City shall furnish upon the ARCHITECT'S request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Architect as promptly as possible its instructions and decision.

1.2 Action by the City

1.2.1 No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the ARCHITECT from his/her professional responsibilities.

1.2.2 The City shall render all approvals required by this Agreement in writing to the ARCHITECT, or it shall notify the Architect in writing why such approvals are being withheld.

1.3 Waivers

1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

ARTICLE 2. RESPONSIBILITIES OF THE ARCHITECT

2.1 Scope

2.1.1 The ARCHITECT shall be responsible for the professional adequacy, technical accuracy and coordination of all of the present data, designs, drawings, specifications, cost evaluations and estimates, and any other material or work furnished by him or his consultants, or subcontractors.

2.2 Assignability

2.2.1 The ARCHITECT shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.

2.3 Professional Insurance and Liability Insurance

2.3.1 The ARCHITECT shall at his own expense obtain and maintain a Professional Liability Policy for errors, omissions or negligent acts of the ARCHITECT, or of any person or business entity for whose performance the ARCHITECT is legally liable, that arise out of

the performance of the services required under this Agreement. The minimum amount of such insurance shall be equal to ten percent (10%) of the construction cost of each project authorized under this Agreement and, in any event, not less than \$250,000.

All insurance coverage required in this Section shall be in effect during the term of this Agreement. Certificates of all insurance by this Agreement, as well as all renewals of such insurance, shall be supplied to the Public Buildings Commissioner, and the City shall be named the Certificate Holder.

In addition, the ARCHITECT shall carry general liability insurance and workmen's compensation insurance and should provide the City with a Certificate of Insurance, acceptable to the City. Such liability insurance shall be in a minimum amount as follows:

General Liability, including Bodily Injury and Property Damage in an aggregate amount of \$500,000 or greater. The General Liability policy shall include endorsements showing the following types of coverage: Comprehensive Form, Premises Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractor.

The City shall be named an additional insured party under the General Liability Policy.

The ARCHITECT'S insurance coverage shall also include valuable papers insurance for the restoration of plans, drawings, field notes and other documents in the event of loss or destruction while in custody of the ARCHITECT in an amount sufficient to cover the cost of restoration.

The ARCHITECT shall indemnify, defend and hold harmless the City and its officers, employees, servants and agents against all claims, damages, losses or expenses of whatever kind or nature, including attorney fees, for or on account of any injuries to persons or damage to property to the extent that the same arises out of or results from the services of the ARCHITECT, or the services of any person or business entity for whose performance the ARCHITECT is legally liable, rendered pursuant to this Agreement, regardless of whether caused in part by the party indemnified hereunder.

2.4 Employment of Consultants

- 2.4.1 The ARCHITECT may provide services in collaboration with either consultants or qualified associates. It shall be the Architect's responsibility to engage and enter into agreements with said consultants to the extent needed, subject to qualifications found elsewhere in this Agreement.

2.5 Meetings

- 2.5.1 The ARCHITECT shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.

2.6 Time and Order of Services

- 2.6.1 The ARCHITECT shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived the Public Buildings Commissioner. He shall insure prompt and continuous prosecution of

the Project to the extent of his professional responsibilities.

2.7 Submissions

2.7.1 The ARCHITECT shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

2.8 Revisions

2.8.1 The ARCHITECT shall make changes in, or revisions to documents as may be required by the City in order to accomplish the project in accordance with the work program, or the Construction Budget. Such changes shall be:

- (a) Within the phase of work as set forth In the Basic Services,
- (b) On work not yet approved or accepted by the Public Buildings Commissioner or
- (c) On work already approved or accepted which requires changes in order to be consistent with changes made in accordance with (a) or (b) above.

The changes in, or revisions to documents required in this section shall be at no additional cost to the City.

2.9 Substantial Changes

2.9.1 The ARCHITECT shall make substantial changes as an Additional Service when requested by the Public Buildings Commissioner in writing.

2.10 ARCHITECT'S Certification

2.10.1 It is the ARCHITECT'S responsibility to see that all work submitted meets all applicable regulations, codes and/or professional standards.

ARTICLE 3. TERMS

3.1 When used in this Agreement or any Schedule thereto, the following terms or phrases shall have the following meaning:

3.1.1 Except when used in connection with reimbursable expenses whenever in this Agreement the words "shall include" are used, they shall be construed to mean "shall include, but not to be limited to" unless there is specific language to the contrary.

3.2 Enumerations

3.3.1 Whenever in this Agreement there is an enumeration of items, such enumeration is not to be construed as restrictive, but shall include similar and reasonably related items.

3.3 Substantial changes

3.3.1 The Public Buildings Commissioner shall determine in writing to the ARCHITECT if a change is deemed a "substantial change".

3.3.2 Substantial changes are limited to:

- (a) Changes to and revisions on work already approved or accepted by the Public Buildings Commissioner in writing, except as qualified elsewhere in this document;
or
- (b) Programmatic changes except as qualified elsewhere in this document. All other changes, revisions, modifications, alterations, etc. to any product required by this Agreement shall not be deemed substantial changes unless specifically described as such elsewhere in this document.

ARTICLE 4. DOCUMENTS

All studies and materials prepared under this Agreement shall be the property of the City and at the termination of the ARCHITECT'S services, promptly turned over to the City. These items shall include, but not be limited to, originals of drawings, specifications, reports, etc.

The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including the right to use the same to complete or renovate the project for which they were prepared by the ARCHITECT without additional cost to the City; and with respect thereto the ARCHITECT agrees and hereby grants to the City an irrevocable royalty-free license to all such data which may be covered by the ARCHITECT'S copyright and to all designs as to which the ARCHITECT may assert any rights or establish any claims under any patent or copyright laws.

The ARCHITECT shall not be responsible for changes made in the documents without the ARCHITECT'S authorization, nor for the City's use of the documents if such use does not involve the services of the ARCHITECT pursuant to this Agreement.

ARTICLE 5. NOTICES

Any notice, instruction, or other documents required of the ARCHITECT by the City shall be in writing and shall be deemed to be properly given if delivered or mailed, postage prepaid, to the addresses recited in the Preamble to in this Agreement.

SCHEDULE E

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is *ON OR BEFORE* the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)
- of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of Clerk or Secretary)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is *ON OR AFTER* the date the officer signed the contract and bonds.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

SCHEDULE F

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

SCHEDULE G

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

SCHEDULE H
RANGE OF HOURLY BILLING RATES

Principal	_____
Senior Management	_____
Project and Department Manager	_____
Senior Engineer/Architect	_____
Design Engineer/Architect	_____
Design Draftsperson	_____
Draftsperson	_____
Others	_____

SCHEDULE I

PROFESSIONAL SERVICES WORK AUTHORIZATION FORM

Control Number

Date

Time

Building Street Address

Contact Person

Proposed Budget

Budget Code

Compensation:

Fee Type

() Lump Sum

Reimbursable Expenses Authorized

() Time and Materials Not to Exceed

SCOPE OF WORK:

Complete Date of Construction

The Architect is requested to review the described work and determine a fixed fee or a fee based upon time and material cost as called for and return for authorization. Upon authorization by the Public Buildings Commissioner, the undersigned agrees to Perform its services in accordance with the Professional Services Contract Dated _____

Fee

Project Completion Date

Signature (Architect/Engineer)

=====

You are hereby authorized to proceed with the work described herein this Professional Work Authorization and in accordance with the Professional Services Contract dated _____

Number

Signature

Date

As stated in schedule A, Paragraph B, section c, estimates shall be made by a certified professional estimating firm or individual. In addition, the Architect shall provide a final construction cost estimate, and such escalation projections as appropriate. If the bid of the lowest eligible and responsive bidder exceeds the established construction budget, the Architect shall, if instructed by the City, revise the scope or quality of the Project for the purpose of bringing the cost estimate within the established construction budget. Such revisions shall be made without additional compensation to the Architect.

Attachment D

City of Newton

Designer Selection Committee

Designer Selection Procedures (Adopted October 26, 2004)

1. These procedures govern the selection of designers for any municipal building project subject to the state designer selection law, M.G.L. c. 7, §38A1/2-O or subject to the provisions of §11-8 of the City of Newton Charter. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Designer Selection Committee [hereinafter referred to as the "Committee"] has the authority to conduct the designer selection process for the City of Newton (hereinafter referred to as the "City") pursuant to the provisions of §11-8 of the City of Newton Charter and §§ 5-35 – 5-38 of the Revised Ordinances of the City of Newton, 2001. The Committee may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Committee shall conduct the designer selection process.

No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:

- a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - d. has an ownership interest in, or is an officer or director of, any applicant.
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Committee, at least two weeks before the deadline for filing applications.
5. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the estimated construction cost, and the time period within which the project is to be completed;

- b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants;
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.
- 6. The RFQ shall include the Application to Designer Selection Committee Form. The Application Form may be amended to include additional information on a project-specific basis.
- 7. The Committee shall evaluate applicants based on the following criteria:
 - a. prior similar experience;
 - b. past performance on public and private projects;
 - c. financial stability;
 - d. identity and qualifications of the consultants who will work with the applicants on the project;
 - e. any other criteria that the Committee considers relevant to the project.
- 8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so. The Committee may determine that it is in the best interest of the City to reject all applicants and re-issue the RFQ.
- 9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Mayor. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, §44C, shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation, which may be the record or the minutes of the Commission's meeting at which the selection was made, and recorded vote, if any, shall be public records and shall be maintained in the contract file of the designer selected by the Mayor.
- 10. If the fee was set prior to the selection process, the Mayor shall select a designer from the list of finalists. If the Mayor selects a designer other than the one ranked first by the Committee, the Mayor shall file a written justification for the selection with the Committee and maintain a copy in the contract file. In accordance with the provisions of §5-35 of the Revised Ordinances of the City of Newton, 2001, the Mayor may request three (3) additional recommendations from which he may make his selection.

11. If the fee is to be negotiated, the Mayor shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Mayor shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Mayor is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Mayor prior to selection of finalists.
12. If the Mayor is unable to negotiate a satisfactory fee with any of the finalists, in accordance with the provisions of §5-35 of the Revised Ordinances of the City of Newton, 2001, the Mayor may request three (3) additional recommendations from which he may make his selection.
13. The City may allow a designer who conducted a feasibility study to continue with the project design, provided that an independent review by a knowledgeable and competent individual or firm doing such work finds the feasibility designer's work to be reasonable and adequate. The City must first advertise for the feasibility study. The City may include a statement in the advertisement and/or RFQ that the feasibility study designer is eligible to compete for the subsequent design services contract. Once the study is complete, the City may publish a second advertisement for the project design. If the feasibility designer is selected, the City may commission the independent review prior to allowing the designer to proceed with the work.
14. Every contract for design services shall include the following:
 - a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
 - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
 - c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and

- d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, §39R(c) and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The City shall not enter into a contract for design services unless the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million (\$1,000,000) dollars or ten percent (10%) of the project's estimated cost of construction, or such larger amounts as the City may require, for the applicable period of limitations. A designer required by the City to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the City prior to the award of the contract.
16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.
17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Committee may elect to authorize expedited procedures to address the emergency. The Committee shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Committee may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Committee shall rank the finalists in order of qualification and select the designer for the emergency work.

18. The City shall publish the name of any designer awarded a contract in the *Central Register*.

19. The following records shall be kept by the City:

- a. all information supplied by or obtained about each applicant;
- b. all actions taken relating to the project; and
- c. any other records related to designer selection.

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

The City shall evaluate designers' performance on contracts in accordance with M.G.L. c. 7, §38E(g).